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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ANIBAL RODRIGUEZ, JULIEANNA
MUNIZ, ELIZA CAMBAY, SAL
CATALDO, EMIR GOENAGA, JULIAN
SANTIAGO, HAROLD NYANJOM,
KELLIE NYANJOM, and SUSAN LYNN
HARVEY, individually and on behalf of all
other similarly situated,

Plaintiffs,

v.

GOOGLE LLC,

Defendant.

Case No. 3:20-cv-4688-RS

STIPULATED PROTECTIVE ORDER

Judge: Honorable Richard Seeborg

Court: Courtroom 3 - 17th Floor

Date Filed: July 14, 2020

Trial Date: None Set

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designated House Counsel: House Counsel who seek access to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”.

2.6 Disclosure or Discovery Material: all items or information, regardless of the

1 medium or manner in which it is generated, stored, or maintained (including, among other things,
2 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
3 responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
5 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or
6 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party's
7 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party
8 or of a Party's competitor.

9 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
10 Items: extremely sensitive "Confidential Information or Items," disclosure of which to another
11 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
12 less restrictive means.

13 2.9 "HIGHLY CONFIDENTIAL – SOURCE CODE" Information or Items:
14 extremely sensitive "Confidential Information or Items" representing computer code and
15 associated comments and revision histories, formulas, engineering specifications, or schematics
16 that define or otherwise describe in detail the algorithms or structure of software or hardware
17 designs, disclosure of which to another Party or Non-Party would create a substantial risk of
18 serious harm that could not be avoided by less restrictive means.

19 2.10 House Counsel: attorneys who are members in good standing of at least one state
20 bar, who are employees of a Party and who have responsibility for managing this action. House
21 Counsel does not include Outside Counsel of Record or any other outside counsel.

22 2.11 Non-Party: any natural person, partnership, corporation, association, or other legal
23 entity not named as a Party to this action.

24 2.12 Outside Counsel of Record: attorneys who are not employees of a party to this
25 action but are retained to represent or advise a Party and have appeared in this action on behalf of
26 that Party or are affiliated with a law firm which has appeared on behalf of that Party.

27 2.13 Party: any party to this action, including all of its officers, directors, employees,
28 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

1 2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
2 Material in this action.

3 2.15 Professional Vendors: persons or entities that provide litigation support services
4 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
5 organizing, storing, or retrieving data in any form or medium, and professional jury or trial
6 consultants) and their employees and subcontractors, who (1) have been retained by a Party or its
7 counsel to provide litigation support services with respect to this action, (2) are (including any
8 employees and subcontractors) not a past or current employee of a Party or have not been
9 employed within the past five years by a Party's competitor, and (3) at the time of retention, are
10 not anticipated to become an employee of a Party or of a Party's competitor.

11 2.16 Protected Material: any Disclosure or Discovery Material that is designated as
12 "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or as
13 "HIGHLY CONFIDENTIAL – SOURCE CODE."

14 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a
15 Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only Protected Material
18 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
19 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
20 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
21 However, the protections conferred by this Stipulation and Order do not cover the following
22 information: (a) any information that is in the public domain at the time of disclosure to a
23 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
24 a result of publication not involving a violation of this Order, including becoming part of the
25 public record through trial or otherwise; and (b) any information known to the Receiving Party
26 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
27 obtained the information lawfully and under no obligation of confidentiality to the Designating
28 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations imposed by
 3 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court
 4 order otherwise directs. Final disposition shall be deemed to be (1) dismissal of all claims and
 5 defenses in this action, with or without prejudice; and (2) entry of a final judgment herein after
 6 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
 7 action, including the time limits for filing any motions or applications for extension of time
 8 pursuant to applicable law.

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
 11 or Non-Party that designates information or items for protection under this Order must take care
 12 to limit any such designation to specific material that qualifies under the appropriate standards.
 13 To the extent it is practical to do so, the Designating Party must designate for protection only
 14 those parts of material, documents, items, or oral or written communications that qualify – so
 15 that other portions of the material, documents, items, or communications for which protection is
 16 not warranted are not swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
 18 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
 19 unnecessarily encumber or retard the case development process or to impose unnecessary
 20 expenses and burdens on other Parties) expose the Designating Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it designated
 22 for protection do not qualify for protection at all or do not qualify for the level of protection
 23 initially asserted, that Designating Party must promptly notify all other Parties that it is
 24 withdrawing the mistaken designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
 26 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
 27 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
 28 designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents, but
3 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
4 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to each page that contains
6 protected material. If only a portion or portions of the material on a page qualifies for protection
7 and if practicable to do so, the Producing Party also must clearly identify the protected portion(s)
8 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the
9 level of protection being asserted.

10 A Party or Non-Party that makes original documents or materials available for inspection
11 need not designate them for protection until after the inspecting Party has indicated which
12 material it would like copied and produced. During the inspection and before the designation, all
13 of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
15 copied and produced, the Producing Party must determine which documents, or portions thereof,
16 qualify for protection under this Order. Then, before producing the specified documents, the
17 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
19 CODE”) to each page that contains Protected Material. If only a portion or portions of the
20 material on a page qualifies for protection, the Producing Party also must clearly identify the
21 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
22 each portion, the level of protection being asserted.

23 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
24 the Designating Party when practical identify on the record, before the close of the deposition,
25 hearing, or other proceeding, all protected testimony and specify the level of protection being
26 asserted. When it is impractical to identify separately each portion of testimony that is entitled to
27 protection and it appears that substantial portions of the testimony may qualify for protection, the
28 Designating Party may invoke on the record (before the deposition, hearing, or other proceeding

1 is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to
2 which protection is sought and to specify the level of protection being asserted. Only those
3 portions of the testimony that are appropriately designated for protection within the 21 days shall
4 be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating
5 Party may specify, at the deposition or up to 21 days afterwards if that period is properly
6 invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
8 CODE.”

9 Parties shall give the other Parties reasonable notice (a minimum of two business days) if
10 they reasonably expect a deposition, hearing, or other proceeding to include Protected Material
11 so that the other Parties can ensure that only authorized individuals who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those proceedings.
13 The specific document(s) which constitute Protected Material need not be disclosed in advance
14 of a deposition. The use of a document as an exhibit at a deposition shall not in any way affect its
15 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

17 Transcripts containing Protected Material shall have an obvious legend on the title page
18 that the transcript contains Protected Material, and the title page shall be followed by a list of all
19 pages (including line numbers as appropriate) that have been designated as Protected Material
20 and the level of protection being asserted by the Designating Party. The Designating Party shall
21 inform the court reporter of these requirements. Any transcript that is prepared before the
22 expiration of a 21-day period for designation shall be treated during that period as if it had been
23 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
24 otherwise agreed. After the expiration of that period, the transcript shall be treated only as
25 actually designated.

26 (c) for information produced in some form other than documentary and for any
27 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
28 container or containers in which the information or item is stored the legend “CONFIDENTIAL”

1 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
2 CONFIDENTIAL – SOURCE CODE”. If only a portion or portions of the information or item
3 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
4 portion(s) and specify the level of protection being asserted.

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
6 designate qualified information or items does not, standing alone, waive the Designating Party’s
7 right to secure protection under this Order for such material. Upon timely correction of a
8 designation, the Receiving Party must make reasonable efforts to assure that the material is
9 treated in accordance with the provisions of this Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality
12 at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is
13 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
14 significant disruption or delay of the litigation, a Party does not waive its right to challenge a
15 confidentiality designation by electing not to mount a challenge promptly after the original
16 designation is disclosed.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
18 process by providing written notice of each designation it is challenging and describing the basis
19 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
20 notice must recite that the challenge to confidentiality is being made in accordance with this
21 specific paragraph of the Protective Order. The Parties shall attempt to resolve each challenge in
22 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
23 forms of communication are not sufficient) within 14 days of the date of service of notice. In
24 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
25 designation was not proper and must give the Designating Party an opportunity to review the
26 designated material, to reconsider the circumstances, and, if no change in designation is offered,
27 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
28 stage of the challenge process only if it has engaged in this meet and confer process first or

1 establishes that the Designating Party is unwilling to participate in the meet and confer process in
2 a timely manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court
4 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
5 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days
6 of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and
7 confer process will not resolve their dispute, whichever is earlier. Each such motion must be
8 accompanied by a competent declaration affirming that the movant has complied with the meet
9 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
10 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
11 shall automatically waive the confidentiality designation for each challenged designation. In
12 addition, the Challenging Party may file a motion challenging a confidentiality designation at
13 any time if there is good cause for doing so, including a challenge to the designation of a
14 deposition transcript or any portions thereof.¹

15 The burden of persuasion in any such challenge proceeding shall be on the Designating
16 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
17 unnecessary expenses and burdens on other Parties) may expose the Challenging Party to
18 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
19 file a motion to retain confidentiality as described above, all parties shall continue to afford the
20 material in question the level of protection to which it is entitled under the Designating Party's
21 designation until the Court rules on the challenge.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
24 or produced by another Party or by a Non-Party in connection with this case only for
25 prosecuting, defending, or attempting to settle this litigation, and shall not be used for any
26

27
28 ¹ In the event of repeated and abusive challenges, the Designating Party has the right to petition
the Court and ask that the burden be shifted to the Challenging Party to file challenge motions.
Even if granted, however, the burden of persuasion would remain on the Designating Party.

1 business purpose, in connection with any other legal proceeding, or directly or indirectly for any
2 other purpose whatsoever. Such Protected Material may be disclosed only to the categories of
3 persons and under the conditions described in this Order. When the litigation has been
4 terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL
5 DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a location and
7 in a secure manner that ensures that access is limited to the persons authorized under this Order.
8 Protected Material shall not be copied or otherwise reproduced by a Receiving party, except for
9 transmission to qualified recipients, without the written permission of the Producing Party or by
10 further order of the Court.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
12 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
13 disclose any information or item designated “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
15 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
16 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
17 Bound” that is attached hereto as Exhibit A;

18 (b) up to two House Counsel of the Receiving Party to whom disclosure is
19 reasonably necessary for this litigation and who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A);

21 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
22 reasonably necessary for this litigation and who have signed the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A);

24 (d) the Court and its personnel;

25 (e) stenographic reporters, videographers and/or their staff, professional jury or
26 trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably
27 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be
28 Bound” (Exhibit A);

1 (f) during depositions and hearings, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
3 (Exhibit A), unless the Designating Party objects upon a notice of a deposition or calling a
4 witness at a hearing, as described below, or otherwise ordered by the Court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
6 bound by the court reporter and may not be disclosed to anyone except as permitted under this
7 Stipulated Protective Order. Upon notice of a deposition or calling a witness at a hearing, the
8 Designating Party may identify Confidential documents that should not be shown to the witness,
9 triggering an expedited duty to confer in advance of the deposition or hearing. If the parties
10 cannot reach agreement, the Designating Party may seek a protective order in the ordinary
11 course.

12 (g) the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or personally knows or knew the information.

14 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
15 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the
16 Designating Party, a Receiving Party may disclose any information or item designated
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

18 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
19 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
20 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
21 Bound” that is attached hereto as Exhibit A;

22 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
23 for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.5(a)(2), below, have been
25 followed;

26 (c) the Court and its personnel;

27 (d) stenographic reporters, videographers and their respective staff, professional
28 jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably

1 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be
2 Bound” (Exhibit A); and

3 (e) the author or recipient of a document containing the information or a custodian
4 or other person who otherwise possessed or personally knows or knew the information, unless
5 the Designating Party objects upon a notice of a deposition or calling a witness at a hearing, as
6 described below, or otherwise ordered by the Court. For purposes of this provision, Defendant
7 will be deemed an “author or recipient” of any Discovery Material authored by an employee of
8 Defendant. During any testimony at a deposition, hearing, or trial, any current employee of
9 Defendant may be shown any document authored by anyone while employed with Defendant;
10 this includes an employee of Defendant’s parent Alphabet who was an employee of Defendant at
11 the time the document was authored. Upon notice of deposition or testimony at a hearing or
12 trial, a Designating Party may identify certain documents that are not to be shown to the
13 deponent or witness, triggering an expedited duty to meet and confer. If no agreement can be
14 reached, the Designating Party may seek a protective order in the ordinary course. If the witness
15 is a former employee of Defendant, Defendant shall have further right to request additional limits
16 on the use of certain documents even if authored or received by the witnesses, which request will
17 also trigger an expedited duty to meet and confer. If no agreement can be reached, the
18 Defendant may seek a protective order in the ordinary course.

19 7.4 Disclosure of “HIGHLY CONFIDENTIAL – SOURCE CODE”
20 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the
21 Designating Party, a Receiving Party may disclose any information or item designated
22 “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

23 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
24 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
25 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
26 Bound” that is attached hereto as Exhibit A;

27 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
28 for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound”

(Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.5(a)(2), below and specifically identified as eligible to access “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items, have been followed;

(c) the Court and its personnel;

(d) stenographic reporters, videographers and their respective staff who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) and are transcribing or videotaping a deposition wherein “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items are being discussed, provided that such reporters and videographers shall not retain or be given copies of any portions of the source code, which if used during a deposition, will not be attached as an exhibit to the transcript but instead shall be identified only by its production numbers(e) while testifying at depositions, hearings, or trial in this action only: (i) any current or former officer, director or employee of the Producing Party or original source of the information; (ii) any person designated by the Producing Party to provide testimony pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure; and/or (iii) any person who authored, previously received (other than in connection with this litigation), or was directly involved in creating, modifying, or editing the “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items, as evident from its face or reasonably certain in view of other testimony or evidence. Persons authorized to view “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items pursuant to this sub-paragraph shall not retain or be given copies of the “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items except while so testifying. Only printed copies of the Source Code will be provided to testifying witnesses during their testimony.

7.5 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items to Designated House Counsel or Experts.

(a)(1) [Purposefully left blank.]

(a)(2) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’

1 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” pursuant to paragraph
 2 7.3(b) or paragraph 7.4(b) first must make a written request to the Designating Party² that (1)
 3 identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 4 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information that the Receiving
 5 Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the
 6 city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume,
 7 (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom
 8 the Expert has received compensation or funding for work in his or her areas of expertise or to
 9 whom the expert has provided professional services, including in connection with a litigation, at
 10 any time during the preceding five years,³ and (6) identifies (by name and number of the case,
 11 filing date, and location of court) any litigation in connection with which the Expert has offered
 12 expert testimony, including through a declaration, report, or testimony at a deposition or trial,
 13 during the preceding five years.⁴

14 (b) A Party that makes a request and provides the information specified in the
 15 preceding respective paragraphs may disclose the subject Protected Material to the identified
 16 Expert unless, within 14 days of delivering the request, the Party receives a written objection
 17 from the Designating Party. Any such objection must set forth in detail the grounds on which it is
 18 based.

19 (c) A Party that receives a timely written objection must meet and confer with the
 20

21 ² For a Designating Party that is a Non-Party, experts previously disclosed and approved prior to
 22 the Non-Party’s production of any information or item that has been designated “HIGHLY
 23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE
 24 CODE” need not be disclosed to said Non-Party unless such Non-Party requests such
 information prior to the production of any Protected Material. Moreover, unless otherwise
 requested by the Non-Party, subsequently disclosed experts need not be disclosed to the Non-
 Party before that Non-Party’s Protected Material may be disclosed thereto.

25 ³ If the Expert believes any of this information is subject to a confidentiality obligation to a third-
 26 party, then the Expert should provide whatever information the Expert believes can be disclosed
 without violating any confidentiality agreements, and the Party seeking to disclose to the Expert
 shall be available to meet and confer with the Designating Party regarding any such engagement.

27 ⁴ It may be appropriate in certain circumstances to restrict the Expert from undertaking certain
 28 limited work prior to the termination of the litigation that could foreseeably result in an improper
 use of the Designating Party’s “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 information.

1 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
2 agreement within seven days of the written objection. If no agreement is reached, the Party
3 seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7
4 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court
5 to do so. Any such motion must describe the circumstances with specificity, set forth in detail the
6 reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm that the
7 disclosure would entail, and suggest any additional means that could be used to reduce that risk.
8 In addition, any such motion must be accompanied by a competent declaration describing the
9 parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and
10 confer discussions) and setting forth the reasons advanced by the Designating Party for its refusal
11 to approve the disclosure.

12 (d) In any such proceeding, the Party opposing disclosure to the Expert shall bear
13 the burden of proving that the risk of harm that the disclosure would entail (under the safeguards
14 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

15 (e) A party who has not previously objected to disclosure of Protected Material to
16 an Expert or whose objection has been resolved with respect to previously produced Protected
17 Material shall not be precluded from raising an objection to an Expert at a later time with respect
18 to Protected Material that is produced after the time for objecting to such Expert has expired or if
19 new information about that Expert is disclosed or discovered. Any such objection shall be
20 handled in accordance with the provisions set forth above.

21 **8. PROSECUTION AND ACQUISITION BAR**

22 (a) Absent written consent from Google LLC, any individual who receives access
23 to "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
24 "HIGHLY CONFIDENTIAL – SOURCE CODE" information designated by Google LLC, shall
25 not be involved in the prosecution of patents or patent applications relating to the Firebase SDK,
26 Firebase for Google Analytics, or Google Analytics software or platform, including without
27 limitation the patents asserted in this action and any patent or application claiming priority to or
28 otherwise related to the patents asserted in this action, before any foreign or domestic agency,

1 including the United States Patent and Trademark Office (“the Patent Office”). For purposes of
 2 this paragraph, “prosecution” includes any activity related to the competitive business decisions
 3 involving (i) the preparation or prosecution (for any person or entity) of patent applications,
 4 including among others reexamination and reissue applications or (ii) directly or indirectly
 5 participating, drafting, amending, advising, or otherwise affecting the scope or maintenance of
 6 patent claims.⁵ To avoid any doubt, “prosecution” as used in this paragraph does not include
 7 representing a party challenging a patent before a domestic or foreign agency (including, but not
 8 limited to, a reissue protest, *ex parte* reexamination, *inter partes* reexamination, *inter partes*
 9 review, post grant review or covered business method review). This Prosecution Bar shall begin
 10 when access to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
 11 CONFIDENTIAL – SOURCE CODE” information is first received by the affected individual
 12 and shall end three (3) years after final termination of this action. The Parties expressly agree
 13 that the Prosecution Bar set forth herein shall be personal to any attorney who reviews
 14 Prosecution Bar Materials and shall not be imputed to any other persons or attorneys at the
 15 attorneys’ law firm. It is expressly agreed that attorneys who work on this matter without
 16 reviewing Prosecution Bar Materials shall not be restricted from engaging in Prosecution
 17 Activity on matters that fall within the Prosecution Bar. An ethical wall shall be instituted
 18 between any attorney who reviews Prosecution Bar Materials and any attorney at the attorneys’
 19 law firm who engages in activity subject to the foregoing bar.

20 (b) Absent written consent from Google LLC., any individual who
 21 receives access to “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 22 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information designated by Google
 23 LLC. shall not be involved in activity related to: (i) the acquisition of patents or patent
 24 applications (for any person or entity) relating to the Firebase SDK, Firebase for Google
 25 Analytics, or Google Analytics software or platform; or (ii) advising or counseling clients
 26 regarding the same. This Acquisition Bar shall begin when access to “CONFIDENTIAL,”
 27

28 ⁵ Prosecution includes, for example, original prosecution, reissue, *inter partes* review, post grant review, covered business method review and reexamination proceedings.

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL
2 – SOURCE CODE” information is first received by the affected individual and shall end three
3 (3) years after final disposition of this action as provided herein.

4 9. SOURCE CODE

5 (a) To the extent production of source code becomes necessary in this case, a
6 Producing Party may designate material as “HIGHLY CONFIDENTIAL - SOURCE CODE” if
7 it comprises, includes, or substantially discloses confidential, proprietary or trade secret source
8 code or algorithms. This material may include, among things, technical design documentation
9 that comprises, includes, or substantially discloses source code or algorithms.

10 (b) Protected Material designated as “HIGHLY CONFIDENTIAL –
11 SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information including the Prosecution Bar
13 set forth in Paragraph 8 and the Acquisition Bar set forth in Paragraph 8, and may be disclosed
14 only as set forth in Paragraph 7.4.

15 (c) Any source code produced in discovery shall only be made available for
16 inspection, not produced except as set forth below, in a format allowing it to be reasonably
17 reviewed and searched, during normal business hours or at other mutually agreeable times, at (1)
18 an office of the Producing Party or the Producing Party’s primary outside counsel of record or
19 (2) another mutually agreed upon location. Any location under (1) or (2) shall be within the
20 United States. The source code shall be made available for inspection on a secured computer
21 (the “Source Code Computer”) in a secured, locked room without Internet access or network
22 access to other computers, and the Receiving Party shall not copy, remove, or otherwise transfer
23 any portion of the source code onto any recordable media or recordable device. The secured
24 computer shall have disk encryption and be password protected. Use or possession of any
25 input/output device (e.g., USB memory stick, mobile phone or tablet, camera or any camera-
26 enabled device, CD, floppy disk, portable hard drive, laptop, or any device that can access the
27 Internet or any other network or external system, etc.) is prohibited while accessing the computer
28 containing the source code. All persons entering the locked room containing the source code

1 must agree to submit to reasonable security measures to ensure they are not carrying any
2 prohibited items before they will be given access to the locked room. The computer containing
3 source code will be made available for inspection during regular business hours, upon reasonable
4 notice to the producing party, which shall not be less than 3 business days in advance of the
5 requested inspection. The Producing Party may visually monitor the activities of the Receiving
6 Party's representatives during any source code review, but only to ensure that there is no
7 unauthorized recording, copying, or transmission of the source code. If, due to the COVID-19
8 epidemic, source code review under these parameters is not reasonably feasible, the parties shall
9 meet-and-confer concerning alternative methods of review. To the extent that the parties cannot
10 agree on a feasible alternative, the parties shall bring any dispute to the attention of the Court and
11 this provision may be modified on a showing of good cause.

12 (d) No person shall copy, e-mail, transmit, upload, download, print,
13 photograph or otherwise duplicate any portion of the designated "HIGHLY CONFIDENTIAL -
14 SOURCE CODE" material, except that the Receiving Party may request paper copies of limited
15 portions of source code, but only if and to the extent reasonably necessary for the preparation of
16 court filings, pleadings, expert reports, or other papers, or for deposition or trial. In no event may
17 the Receiving Party print more than 25 consecutive pages, or an aggregate total of more than 500
18 pages, of source code during the duration of the case without prior written approval by the
19 Producing Party. The Receiving Party shall not request paper copies for the purposes of
20 reviewing the source code other than electronically as set forth in paragraph (c) in the first
21 instance. Within 5 business days or such additional time as necessary due to volume requested,
22 the Producing Party will provide the requested material on watermarked or colored paper bearing
23 Bates numbers and the legend "HIGHLY CONFIDENTIAL - SOURCE CODE" unless objected
24 to as discussed below. At the inspecting Party's request, up to two additional sets (or subsets) of
25 printed source code may be requested and provided by the Producing Party in a timely fashion.
26 Even if within the limits described, the Producing Party may challenge the amount of source
27 code requested in hard copy form or whether the source code requested in hard copy form is
28 reasonably necessary to any case preparation activity pursuant to the dispute resolution

1 procedure and timeframes set forth in Paragraph 6 whereby the Producing Party is the
2 “Challenging Party” and the Receiving Party is the “Designating Party” for purposes of dispute
3 resolution. Contested printouts do not need to be produced to the Receiving Party until the matter
4 is resolved by the Court

5 (e) The Receiving Party shall maintain a record of any individual who has
6 inspected any portion of the source code in electronic or paper form. The Receiving Party shall
7 maintain all printed portions of the source code in a secured, locked area under the direct control
8 of counsel responsible for maintaining the security and confidentiality of the designated
9 materials. Any paper copies designated “HIGHLY CONFIDENTIAL - SOURCE CODE” shall
10 be stored or viewed only at (i) the offices of outside counsel for the Receiving Party, (ii) the
11 offices of outside experts or consultants who have been approved to access source code; (iii) the
12 site where any deposition is taken (iv) the Court; or (v) any intermediate location necessary to
13 transport the information to a hearing, trial or deposition. Except as provided in subsection (i) of
14 this section, the Receiving Party shall not create any electronic or other images of the paper
15 copies and shall not convert any of the information contained in the paper copies into any
16 electronic format. Any printed pages of source code, and any other documents or things
17 reflecting source code that have been designated by the producing party as “HIGHLY
18 CONFIDENTIAL - SOURCE CODE” may not be copied, digitally imaged or otherwise
19 duplicated, except in limited excerpts necessary to attach as exhibits to depositions, expert
20 reports, or court filings as discussed below. Any paper copies used during a deposition shall be
21 retrieved by the Receiving Party at the end of each day and must not be given to or left with a
22 court reporter or any other unauthorized individual.⁶

23 (f) The Receiving Party’s outside counsel and/or expert shall be entitled to
24 take notes relating to the source code but may not copy any portion of the source code into the
25 notes. No copies of all or any portion of the source code may leave the room in which the source
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27 ⁶ The nature of the source code at issue in a particular case may warrant additional protections or
28 restrictions. For example, it may be appropriate under certain circumstances to require the
Receiving Party to provide notice to the Producing Party before including “HIGHLY
CONFIDENTIAL – SOURCE CODE” information in a court filing, pleading, or expert report.

1 code is inspected except as otherwise provided herein. Further, no other written or electronic
2 record of the source code is permitted except as otherwise provided herein.

3 (g) A list of names of persons who will view the source code will be provided
4 to the producing party in conjunction with any written (including email) notice requesting
5 inspection. The Receiving Party shall maintain a daily log of the names of persons who enter the
6 locked room to view the source code and when they enter and depart. The Producing Party shall
7 be entitled to a copy of the log.

8 (h) The Receiving Party's outside counsel shall maintain a log of all copies of
9 the source code (received from a Producing Party) that are delivered by the Receiving Party to
10 any person. The log shall include the names of the recipients and reviewers of copies and
11 locations where the copies are stored. Upon request by the Producing Party, the Receiving Party
12 shall provide reasonable assurances and/or descriptions of the security measures employed by the
13 Receiving Party and/or person that receives a copy of any portion of the source code.

14 (i) Except as provided in this paragraph, the Receiving Party may not create
15 electronic images, or any other images, of the source code from the paper copy for use on a
16 computer (e.g., may not scan the source code to a PDF, or photograph the code). The Receiving
17 Party may create an electronic copy or image of limited excerpts of source code only to the
18 extent necessary in a pleading, exhibit, expert report, discovery document, deposition transcript,
19 other Court document, or any drafts of these documents ("SOURCE CODE
20 DOCUMENTS"). The Receiving Party shall only include such excerpts as are reasonably
21 necessary for the purposes for which such part of the Source Code is used. Images or copies of
22 Source Code shall not be included in correspondence between the parties (references to
23 production numbers shall be used instead) and shall be omitted from pleadings and other papers
24 except to the extent permitted herein. The Receiving Party may create an electronic image of a
25 selected portion of the Source Code only when the electronic file containing such image has been
26 encrypted using commercially reasonable encryption software including password
27 protection. The communication and/or disclosure of electronic files containing any portion of
28 source code shall at all times be limited to individuals who are authorized to see source code

1 under the provisions of this Protective Order. Additionally, all electronic copies must be
2 labeled "HIGHLY CONFIDENTIAL - SOURCE CODE."

3 (j) To the extent portions of source code are quoted in a SOURCE CODE
4 DOCUMENT, either (1) the entire document will be stamped and treated as HIGHLY
5 CONFIDENTIAL- SOURCE CODE or (2) those pages containing quoted Source Code will be
6 separately bound, and stamped and treated as HIGHLY CONFIDENTIAL - SOURCE CODE.

7 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
8 LITIGATION

9 If a Party is served with a subpoena issued by a court, arbitral, administrative, or
10 legislative body, or with a court order issued in other litigation that compels disclosure of any
11 information or items designated in this action as "CONFIDENTIAL" or "HIGHLY
12 CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE
13 CODE" that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall
15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the person who caused the subpoena or order to
17 issue in the other litigation that some or all of the material covered by the subpoena or order is
18 subject to this Protective Order. Such notification shall include a copy of this Stipulated
19 Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued by
21 the Designating Party whose Protected Material may be affected.⁷

22 If the Designating Party timely⁸ seeks a protective order, the Party served with the
23 subpoena or court order shall not produce any information designated in this action as
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
25

26 ⁷ The purpose of imposing these duties is to alert the interested parties to the existence of this
27 Protective Order and to afford the Designating Party in this case an opportunity to try to protect
28 its confidentiality interests in the court from which the subpoena or order issued.

⁸ The Designating Party shall have at least 14 days from the service of the notification pursuant to
Section 10 to seek a protective order.

“HIGHLY CONFIDENTIAL – SOURCE CODE” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the

1 Non-Party timely objects or seeks a protective order, the Receiving Party shall not produce any
 2 information in its possession or control that is subject to the confidentiality agreement with the
 3 Non-Party before a determination by the Court.⁹ Absent a Court order to the contrary, the Non-
 4 Party shall bear the burden and expense of seeking protection in this court of its Protected
 5 Material.

6 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 8 Protected Material to any person or in any circumstance not authorized under this Stipulated
 9 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating
 10 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of
 11 the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
 12 made of all the terms of this Order, and (d) request such person or persons to execute the
 13 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

14 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
 15 MATERIAL

16 A Producing Party may assert privilege or protection over produced documents at
 17 any time by notifying the Receiving Party in writing of the assertion of privilege or protection.
 18 After being notified, a Party must promptly return or destroy the specified information and any
 19 copies it has and may not sequester, use or disclose the information until the claim is resolved.
 20 This includes a restriction against presenting the information to the Court for a determination of
 21 the claim. In addition, information that contains privileged matter or attorney work product shall
 22 be immediately returned if such information appears on its face to have been inadvertently
 23 produced. Pursuant to Federal Rule of Evidence 502(d) and (e), the production of a privileged or
 24 work-product-protected document is not a waiver of privilege or protection from discovery in
 25 this case or in any other federal or state proceeding. For example, the mere production of
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 28 ⁹ The purpose of this provision is to alert the interested parties to the existence of confidentiality
 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
 interests in this court.

1 privileged or work-product-protected documents in this case as part of a mass production is not
2 itself a waiver in this case or any other federal or state proceeding.

3 14. MISCELLANEOUS

4 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
5 seek its modification by agreement with other Parties or by applying to the Court if such
6 agreement cannot be reached. Furthermore, without application to the Court, any party that is a
7 beneficiary of the protections of this Order may enter a written agreement releasing any other
8 party hereto from one or more requirements of this Order even if the conduct subject to the
9 release would otherwise violate the terms herein.

10 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
11 Order no Party waives any right it otherwise would have to object to disclosing or producing any
12 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
13 no Party waives any right to object on any ground to use in evidence of any of the material
14 covered by this Protective Order.

15 14.3 No Agreement Concerning Discoverability. The identification or agreed upon
16 treatment of certain types of Disclosure and Discovery Material does not reflect agreement by
17 the Parties that the disclosure of such categories of Disclosure and Discovery Material is required
18 or appropriate in this action. The Parties reserve the right to argue that any particular category of
19 Disclosure and Discovery Material should not be produced.

20 14.4 Export Control. Disclosure of Protected Material shall be subject to all applicable
21 laws and regulations relating to the export of technical data contained in such Protected Material,
22 including the release of such technical data to foreign persons or nationals in the United States or
23 elsewhere. Each party receiving Protected Material shall comply with all applicable export
24 control statutes and regulations. *See, e.g.*, 15 CFR 734.2(b). No Protected Material may leave
25 the territorial boundaries of the United States of America or be made available to any foreign
26 national who is not (i) lawfully admitted for permanent residence in the United States or (ii)
27 identified as a protected individual under the Immigration and Naturalization Act (8 U.S.C.
28 1324b(a)(3)). Without limitation, this prohibition extends to Protected Material (including

1 copies) in physical and electronic form. The viewing of Protected Material through electronic
2 means outside the territorial limits of the United States of America is similarly
3 prohibited. Notwithstanding this prohibition, Protected Material, exclusive of material
4 designated RESTRICTED CONFIDENTIAL - SOURCE CODE, and to the extent otherwise
5 permitted by law, may be taken outside the territorial limits of the United States if it is
6 reasonably necessary for a deposition taken in a foreign country. The restrictions contained
7 within this paragraph may be amended through the consent of the producing Party to the extent
8 that such agreed to procedures conform with applicable export control laws and regulations.

9 14.5 Filing Protected Material. Without written permission from the Designating Party
10 or a Court order secured after appropriate notice to all interested persons, a Party may not file in
11 the public record in this action any Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be
13 filed under seal pursuant to a Court order authorizing the sealing of the specific Protected
14 Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
15 request establishing that the Protected Material at issue is privileged, protectable as a trade
16 secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file
17 Protected Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then
18 the Receiving Party may file the Protected Material in the public record pursuant to Civil Local
19 Rule 79-5(e)(2) unless otherwise instructed by the court.

20 14.6 Use of Protected Material at Hearing or Trial. In the event that a Party intends to use
21 any Protected Material during a hearing or trial, subject to any challenges under Section 6, the
22 Parties will not oppose any reasonable request by the Producing Party that the courtroom be
23 sealed, if allowed by the Court, during the presentation of any testimony, evidence, or argument
24 relating to or involving the use of any Protected Material. A Party that intends to use Protected
25 Material during a hearing or trial shall provide reasonable notice to the Producing Party *before*
26 introducing such information.

27 14.7 No Limitation on Legal Representation. Nothing in this Order shall preclude or
28 impede Outside Counsel of Record's ability to communicate with or advise their client in

1 connection with this litigation based on such counsel's review and evaluation of Protected
2 Material, provided however that such communications or advice shall not disclose or reveal the
3 substance or content of any Protected Material other than as permitted under this Order.

4 14.8 Agreement Upon Execution. Each of the Parties agrees to be bound by the terms of
5 this Stipulated Protective Order as of the date counsel for such party executes this Stipulated
6 Protective Order, even if prior to entry of this Order by the Court.

7 15. FINAL DISPOSITION

8 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
9 Receiving Party must return all Protected Material to the Producing Party or destroy such
10 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
11 compilations, summaries, and any other format reproducing or capturing any of the Protected
12 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
13 submit a written certification to the Producing Party (and, if not the same person or entity, to the
14 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all
15 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
16 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
17 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
18 retain an archival copy of all pleadings, motions and trial briefs (including all supporting and
19 opposing papers and exhibits thereto), written discovery requests and responses (and exhibits
20 thereto), deposition transcripts (and exhibits thereto), trial transcripts, and exhibits offered or
21 introduced into evidence at any hearing or trial, and their attorney work product, which refers or
22 is related to any CONFIDENTIAL and CONFIDENTIAL OUTSIDE COUNSEL ONLY
23 information for archival purposes only. Any such archival copies that contain or constitute
24 Protected Material remain subject to this Protective Order as set forth in Section 4
25 (DURATION).

26 16. INTERPRETATION, ENFORCEMENT, AND CONTINUING JURISDICTION

27 The United States District Court for the Northern District of California is responsible for
28 the interpretation and enforcement of this Order. After final disposition of this litigation, the

1 provisions of this Order shall continue to be binding except with respect to that Disclosure or
2 Discovery Material that become a matter of public record. This Court retains and shall have
3 continuing jurisdiction over the Parties and recipients of the Protected Material for enforcement
4 of the provision of this Order following final disposition of this litigation. All disputes
5 concerning Protected Material produced under the protection of this Order shall be resolved by
6 the United States District Court for the Northern District of California.
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 SUSMAN GODFREY L.L.P.

3 DATED: January 7, 2021

/s/ Amanda K. Bonn

4 Amanda K. Bonn

5 *Attorneys for Plaintiffs*

6 WILLKIE FARR & GALLAGHER LLP

7 DATED: January 7, 2021

/s/ Eduardo E. Santacana

8 Eduardo E. Santacana

9 *Attorneys for Defendant Google LLC*

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

2
3 DATED: _____
4 [Name of Judge]
5 United States District/Magistrate Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that I have
 read in its entirety and understand the Stipulated Protective Order that was issued by the United
 States District Court for the Northern District of California on [date] in the case of ***Rodriquez, et
 al v. Google LLC, Case No 3:20-CV-04688-RS***. I agree to comply with and to be bound by all
 the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Northern District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]